

**LABOR AGREEMENT
BETWEEN THE
CITY OF MESQUITE, NEVADA**

AND

**GENERAL SALES DRIVERS, DELIVERY
DRIVERS, AND HELPERS
TEAMSTERS LOCAL UNION NO. 14**

DURATION

July 1, 2007 through June 30, 2010

M-1 SUPERVISOR BARGAINING UNIT

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2007, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, hereinafter referred to as the "City" and the TEAMSTERS LOCAL UNION NO. 14, whose address is 1250 South Burnham Avenue, Las Vegas, Nevada, hereinafter referred to as the "Union" as a product of the good faith bargaining efforts of both parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations.

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the classifications listed in Appendix A.
- 1.2 The parties have agreed that the above unit is the only appropriate unit, and that neither party shall seek a change to include or exclude an employee, position, or classification therein without mutual agreement. Employee-Relations Board decisions involving other employers and/or statutory revisions notwithstanding.
- 1.3 The City shall notify the Union, in writing, of its intent to establish any new position or classification, and its position on whether the new classification is a bargaining unit classification.
- 1.4 The Union shall notify the city within ten (10) working days of receipt of notification of any disagreement if the Union believes a classification belongs in the bargaining unit. The City and the Union shall meet and solve the disagreement within five (5) working days of the Union's notice to the City. If the parties are unable to agree at that meeting, or at subsequent mutually agreed-upon meetings, the City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.
- 1.5 If the new position is agreed to be, or determined by the Employee-Management Relations Board to be, a bargaining unit classification, the parties shall meet promptly pursuant to the provisions of Article 33(Classifications and Rates of Pay).
- 1.6 Pay is to be retro-active from the date of hire upon resolution.

ARTICLE 2 - UNION REPRESENTATION

- 2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided they notify the City's designated representative of their presence. Union will provide 24 hours notice of visiting the City.
- 2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld, but will be granted only upon advance approval by the supervisors involved and will be scheduled by them so as to minimize interruption of the City's business.
- (a) It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
 - (b) Release time for employee representatives will be requested pursuant to the established procedure.
- 2.3 The City shall provide exclusive bulleting board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member.
- 2.4 The union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.
- 2.5 The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called in the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

- 3.1 The union and the City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the city nor the Union will be required to negotiate on any further matters affecting these, except as specifically provided
- 3.2 Certain managerial decisions may legally require the City to bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining."

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 Union membership shall be at the sole discretion of the employee.
- 4.2 The Union will notify the City, in writing, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.
- 4.3 The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their appointment.
- 4.4 The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.
- 4.5 In reliance on the Nevada Supreme Court Opinion issued in the case of *Cone v. Nevada Service Employees Union/SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("Cone"), Teamsters Local 14 recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. City recognizes the right of Teamsters Local 14 to charge nonmembers of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings. The City understands that pursuant to *Cone* Teamsters Local 14 has adopted a Resolution establishing fees for nonmembers of the bargaining unit who request the assistance of Teamsters Local 14 with appeals, grievances and hearings and that Teamsters Local 14 has the authority pursuant to *Cone* to change those fees from time-to-time.

ARTICLE 5 - HIRING PROCEDURES

- 5.1 The City shall post all regular position openings and provide a written copy of such notice to the Union.
- 5.2 The Union may refer applicants in response to position openings.
- 5.3 Union membership shall have no effect on employment with the City.
- 5.4 Initial employment with the City shall be based upon competitive examination.
- 5.5 The City will notify the union, in writing, of all new hires and termination's within the bargaining unit.
- 5.6 All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union.

ARTICLE 6 - SENIORITY

- 6.1 Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. Seniority shall apply in cases of shift bidding, vacation, taking the personal leave day and scheduled overtime.
- 6.2 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) day work week.
- 6.3 An employee placed on a regular status from a temporary full-time appointment of six (6) months or longer will be required to serve one six-month probationary period after placement in the permanent position.

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

- 7.1 **REDUCTION IN FORCE:**
If a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide 30 calendar days' prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- (a) Temporary employees;
- (b) Initial hire probationary employees;
- (c) Part-time employees;
- (d) All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

- 7.2 BUMPING- Employees who are subject to layoff, but who have greater City seniority than employees in another, lower paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Permanent employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- (a) The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- (b) The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the minimum qualifications of the vacancy.
- (c) If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the minimum qualifications for the position.

- 7.3 RECALL - Laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. Employees whom the City decided to recall from layoff will be notified either by telephone, in person, or by return receipt telegram or certified letter to the employee's last address on record, it being the responsibility of each employee to keep the city informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending the return of such employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice unless a reason satisfactory to the city is given. For purposes of this article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail or telegram to their last known address, unless, in fact, such

notice was received prior thereto. If an employee fails to comply with any of the provisions of this section, the employee may be terminated.

ARTICLE 8 – RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND TRANSFERS

- 8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement with work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but none of the remainder of this article applies to such postings.
- 8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired.
- (a) Title and job description of the position.
 - (b) Wage range on hiring date.
 - (c) Work location (general information, subject to change).
 - (d) Minimum qualifications and any necessary or desirable requirements for the classification or position.
 - (e) Selection criteria to be used, eligibility requirement including education, employment, training or experience, and whether equivalent factors will be recognized.
 - (f) Address and deadline for filing applications.
 - (g) Number of hours per day (general information, subject to change)
 - (h) Regular assigned work times (general information, subject to change)
 - (i) Statement that the city is an affirmative action equal opportunity employer.
- 8.3 When a new permanent position is created, or an existing permanent position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a permanent non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employees department, division or work location without any change to the employee's classification and rate of pay. Any permanent non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the city's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the city. All examinations shall be under the supervision of the City's Human Resource Department with input from the Department Head. The city may decide whether there should be only a promotional list, or also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted only from permanent employees of the City who meet the minimum qualifications announced in the job posting; probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public as well as any City employee who meets the minimum qualifications announced in the job posting. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. However, the decision whether to establish an eligibility list, and, if so, for what length of time it will be retained, is solely with the City.

Vacancies may be filled following posting of the vacancy from the following sources; existing eligibility lists (outside applicants), transfers or promotions of bargaining unit employees from applicant pools or hiring a new employee.

8.7 An equal number of outside applicants and qualified employees, if available shall be referred to the hiring authority.

When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.8 GENERAL PROVISIONS

(a) Involuntary transfers may be made by the City at any time independent of the selection process described in this but may not be made for disciplinary purposes.

(b) Nothing in this article will preclude the City filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled

temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not governed by other provisions of this article nor is it subject to the provisions of Article 10 – Grievance and Arbitration.

- (c) The testing and ranking procedures shall not be subject to grievance nor shall the final selection or placement. However, City employee applicants not selected shall, upon request, be granted a post-selection interview with the hiring authority. Further, such applicants, upon request, shall be granted an interview with the Director of Human Resources or designee to discuss the process and any post-selection review procedures which may be available.

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

- 8.9 When a bargaining unit opening is filled, the City shall notify the Union, in writing, of the employee's name, date of hire, classification and rate of pay.

The City shall notify the Union, in writing, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE AND PERSONNEL FILES

- 9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.
- 9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.
- 9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

9.4 The City shall notify the Union of the City's intent to suspend an employee. When suspension is contemplated, the last phase of the investigation process shall be a meeting wherein the employee and Union representative are informed of the allegations and given the opportunity to respond. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice of a minimum of two (2) working days prior to the action being taken. The written notice shall include the following:

- (a) A statement that discharge is proposed and the specific charges.
- (b) Copies of any materials or documents upon which the proposed action is based.
- (c) A statement that the employee has two (2) working days to meet with the City to discuss the proposed action.

The employee and a Union Representative shall meet with the City to review the charges and be given an opportunity to state their position as to whether there are true and reasonable grounds for the proposed action. The discipline may be postponed to allow for consideration of evidence the employee produced or further investigation of the employee's response.

9.6 In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, the City may immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or designee.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for period of one year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

- 9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1 **GRIEVANCE:** The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union or a represented employee as quickly as possible to insure efficiency and promote employee moral. Should any employee, group of employees, or the city feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.

- 10.2 In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event, giving rise to the dispute or disagreement.

Step 1. If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate Director or his representative. The Department Head or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The Department Head shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.

Step 2. Within three (3) working days from receipt of the written response from the Department Head, the Union Representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union Representative, will then make a determination within five (5) working days from the date of submission to the employee.

Step 3. If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all evidence and within five (5) working days thereafter, render a final and binding decision or request alternate dispute resolution thru FMCS. The

party seeking such final determination must notify the other of its decision in writing within five (5) working days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

10.3 – ARBITRATION

1. In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
2. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
3. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation within 60 calendar days of the date the award was issued. The moving party then has 15 calendar days to submit any information it wishes to provide for the Arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the Arbitrator.
4. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.
5. The arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

10.4 - TIME LIMITS

Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrebuttably presumed denied or sustained, as the case may be. However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main offices are open for business.

Any time limits in this article may be extended by mutual written consent.

ARTICLE 11- LABOR / MANAGEMENT COMMITTEE

- 11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:
- (a) Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
 - (b) Exchanging general information of interest to the parties; and
 - (c) Giving the Union the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members.
 - (d) May be cancelled or postponed and may not be subject to grievance procedure.
- 11.2 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.
- 11.3 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and the Union.

ARTICLE 12 - SAFETY AND HEALTH

- 12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish at its expense any required personal standard safety and

protective devices (including \$150.00 per year for safety boots or \$35.00 for non-slip footwear in areas needed) for which the employees shall thereafter be responsible. The City will furnish coveralls to employees required to participate in crack sealing operations.

- 12.2 When weather conditions warrant, the City shall make rain gear available for employees.
- 12.3 The City will provide, and as necessary, replace uniforms of its choice, to all employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.
- 12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.
- 12.5 Effective not later than September 1, 2007, employees in jobs that require safety glasses shall be eligible for an \$80 allowance per year for prescription safety glasses. This allowance will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.
- 12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of their work.
- 12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration.
- 12.8 The City shall continue its current practices with respect to furnishing protection from the elements.
- 12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, you must understand the construction and operation of the equipment, system or process that you have been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel including non-electrical tradespersons are properly trained.
- 12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public through active participation in the SAFETY COMMITTEE.

- 12.11 The fringe benefit of a free Family membership at the Mesquite Recreation Center will continue through the three years of this agreement.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 **RETENETION OF MANAGERIAL PREROGATIVES**

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The city's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises or any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 **NON-MANDATOY SUBJECTS OF BARGAINING**

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.105, which are included in this Agreement, the city is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

- 14.1 The Union, on behalf of itself, its members, agents, and employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

- 14.2 This Agreement is a guarantee by the parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances, or disputes arising out of the interpretation of this Agreement will be settled pursuant to the grievance and arbitration procedures contained in Article 10 of this Agreement.

- 14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

- 15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, the current rate of membership dues. The City will be notified of any change in the rate of membership dues 30 days prior to the effective date of such change.

The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

- 15.2 Such funds shall be remitted by the City to the Treasurer of the Union within 15 days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.
- 15.3 The Union agrees to indemnify and hold the city harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the city under the provisions of this Article.
- 15.4 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.
- 15.5 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 16 - WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the City and on behalf of the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organizations, which they represent during the term of this Agreement.

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the city and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence, the City shall indemnify all unit employees from liability for accidents occurring while in performance of their official duties from claims brought by the public as well as other City employees.

ARTICLE 20 - INSURANCE

- 20.1 Effective July 1, 2007, through June 30, 2010, the City shall contribute the premium amount not to exceed \$780.16-1st year 2007; \$887.36- 2nd year 2008; and \$1,009.28-3rd year 2009 for each full-time, regular Local Teamster 14 member employees with family coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995.
- 20.2 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.
- 20.3 The open enrollment period for the Health and Welfare Insurance Plan is June 1 through June 30 of each year.
- 20.4 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this Agreement.

ARTICLE 21 – COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS

- 21.1 Since Nevada State law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time and other benefits shall be as determined by the Nevada Revised Statutes and the Nevada Administrative Code.
- 21.2 The following is intended to supplement the aforesated coverage:
- (a) One Work Week or Less
In the event a full-time, permanent employee incurs a disabling on-the-job injury and the employee is determined to be eligible for worker's compensation benefits, the employee will receive the employee's regular wage from the City when the injury results in a bona fide need for the employee to remain off the job for one (1) week or less and such compensation will not be charged against the employee's accumulated leave.
 - (b) Over One Week
In those instances where the worker's compensation administrator makes a determination that the employee is eligible for lost time benefits and the employee's regular wage is not entirely protected, the City will pay the employee, upon application by the employee, an amount equal to the difference between the lost time compensation received and the employee's normal wage for a period not to exceed ninety (90) calendar days. Such supplemental payments will not be charged against accumulated leave. For ease of administration, the employee will turn over to the City the lost time payments received from the administrator and the City will issue the employee's regular paycheck.
 - (c) Additional Ninety Days
In the case of injury on duty that involves a deadly weapon, the City, upon application may extend the supplemental payment for a longer period of time, not to exceed an additional ninety (90) calendar days. Such extensions shall be subject to the City Manager's determination that the employee meets the following conditions:
 - (1) That the employee is receiving worker's compensation benefits.
 - (2) That the employee was engaged in the performance of the employee's job at the time of the injury.

- (3) That the employee was generally adhering to all safety rules and practices, departmental rules and procedures and City rules and regulations. If the City Manager finds that the employee should not be granted a supplemental payment extension, the employee, at the employee's option, may elect to make up the employee's difference between the lost time compensation received and the employee's regular wage by using accumulated sick time.

(d) Return to Work

Before an employee may return to work following a disabling, on-the-job injury, the employee shall present a release from the attending physician. Any questions concerning an employee's fitness to return to work may result in the employee being required to consult, at the City's expense, a physician of the City's choice. In administering the provisions of the policy, the City may exercise such safeguards as are deemed appropriate and necessary to protect the City's and the employee's interest including the requirement for a medical examination by the City designated physician. The employee may acquire a second opinion from a physician of their choosing to be used as an appeal.

If an employee has received authorization from a physician that he/she is able to perform in a light duty assignment, the employee must accept that position in order to be eligible for any benefits under this Article, except as prescribed by statute.

(e) Health Insurance Plan

Contributions to the City's health insurance plan by the City shall continue only to the extent of coverage by worker's compensation benefits, not to exceed eighteen (18) months.

ARTICLE 22- PENSION/ RETIREMENT

- 22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.
- 22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.
- 22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

- 23.1 The employee shall sign and submit to the employee's Supervisor a time sheet or time card, as directed by the Employer, indicating the exact hours worked daily. The city reserves the right to request additional information concerning the time sheet or time card, as it deems necessary.
- 23.2 The Department Head or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS:

- 24.1 The City shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Family Day (Day after Thanksgiving)
Christmas Eve (1/2 half day)
Christmas Day (December 25)
Birthday* (Universal Day)

*May be taken during the year following the employee's birthday when scheduling permits, as determined by the supervisor. Birthday leave may not be taken in increments.

Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday. If any of the above holidays falls on an employee's scheduled day off, the employee will receive 8 hours of holiday pay at their regular pay rate excluding any pay premiums. This pay will not be considered time worked and will not be used to compute overtime.

- 24.2 An employee will be entitled to holiday pay if they are in pay status on the last working day before, and on their first working day after, the holiday.
- 24.3 If a holiday occurs during an employee's annual leave, it will be paid as holiday and not charged against accrued annual leave.

- 24.4 Eligible employees who are able to take the holiday off shall receive pay equal to their established workday at their regular hourly rate, including shift differential, as holiday pay.
- 24.5 The City may, at its discretion, require employees to work on a holiday. An employee required to work on a holiday shall receive, in addition to their holiday pay, pay at the applicable overtime rate, for all hours worked on that day.

ARTICLE 25 - ANNUAL LEAVE

- 25.1 Each employee is entitled to paid annual leave.
- 25.2 Employee will accrue annual leave as specified below:

Beginning the Pay Period Following;	Through the Pay Period During Which the Employee Completes	Hours Accrued for Each Regularly Scheduled Hour on Paid Status
Date of hire to an eligible position	2 years of eligible employment	0.0385 (80 hours)
2 years of eligible employment	5 years of eligible employment	0.05 (104 hours)
5 years of eligible employment	10 years of eligible employment	0.0577 (120 hours)
10 years of eligible employment	15 years of eligible employment	0.0692 (144 hours)
15 years of eligible employment		0.0769 (160 hours)

- 25.3 Annual leave shall accrue each pay period, provided that the employee received at least 60 paid hours that pay period.
- 25.4 Annual leave may be accumulated up to a maximum of two hundred and forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred and forty (240) hours.
- An employee may sell back accrued leave in excess of two hundred and forty (240) hours on their service date if, during the preceding 12 months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off. Employees who have in excess of hours and do not qualify to 'sell back' may bank the hours to be applied to insurance coverage upon retirement.

Annual leave pay out will be consistent with the City of Mesquite Personnel Policies Manual.

- 25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City so as to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted.
- 25.6 Annual leave shall be paid at the employee's regular rate of pay (excluding shift differentials) in effect on the shift immediately preceding the day the leave commences.
An employee shall accumulate paid annual leave on a pay period basis and upon termination of their employment shall be paid for all accumulated time not previously taken. Probationary employees are not entitled to payment for leave upon separation.
- 25.7 Leave Request Rescinded. If the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets, if a fee may be paid for rescheduling of non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave. If the employee purchased non-refundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine reimbursement on a case-by-case basis.

ARTICLE 26 - BEREAVEMENT LEAVE

- 26.1 Full-time employees will be granted two (2) working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean the employee's spouse, children, or adopted children, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grandchildren, or any natural or adopted child or grandchildren of the employee's spouse.
- 26.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 27 - MILITARY LEAVE

- 27.1 Military leave shall be granted as follows: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:
- (a) The employee shall be given military leave without pay.
 - (b) During the period of military service, the employee shall retain all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of 30 days, annual leave or disability leave credit shall not accumulate.
 - (c) After the completion of service, the employee will be restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights.
 - (d) Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to their former position in accordance with subsection.
 - (e) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed 15 consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders indicating there on the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145.

ARTICLE 28 - LEAVE OF ABSENCE

- 28.1 Leaves of absence without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.
- 28.2 Leaves of Absence Without Pay: The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate

authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this article are not subject to Grievance and Arbitration Procedure.

ARTICLE 29 - COURT LEAVE

- 29.1 A leave of absence with pay shall be granted to any employee for the time required in service:
- (a) On a jury;
 - (b) In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
 - (c) In court, under subpoena.

This leave will be at the employee's regular rate for the duration of such duty.

- 29.2 Employees involved in civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required.

ARTICLE 30 - SICK LEAVE

- 30.1 Sick leave will be accrued and determined in accordance with Section 8.2 of the Mesquite Personnel Policies Manual.
- 30.2 In the event of a family Medical Leave, referring to the Family Medical Leave Act of 1993, leave will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.
- 30.3 Death of an employee, one hundred (100) % of the employee's unused sick leave shall be paid to the employee's beneficiaries.
- 30.4 Sick Leave will accrue to a maximum of seven hundred and twenty (720) hours as of December 31 each calendar year. Any excess in the maximum accrual as of December 31 in a year will be paid to the employee his/her regular rate of pay at fifty percent (50%).
- 30.5 Sick leave may be used by an employee who is:
- (a) Incapacitated from the performance of his/her duties by illness or injury; or

- (b) Whose attendance is prevented by public health requirements; or
 - (c) Who is required to absent himself/herself from work for the purpose of keeping a doctors appointment. The City may, in its discretion, require an employee to submit documentation of medical appointments for excessive absence for medical reasons; or
 - (d) Who is required to absent himself/herself from work to personally care for a member of his/her immediate family, during family emergencies that require the employee's prompt attention.
- 30.6 With the exception of such leave depletion, annual leave shall not be used in place of sick leave except as previously approved.
- 30.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and in no event less than one (1) hour after the beginning of his/her regular shift.
- 30.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust his accumulated annual leave, he may be granted leave without pay.
- 30.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave.
- (a) The Department Head or designee may require that an employee submit a certificate signed by a physician because of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
 - (b) Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the Department head or designee.
- 30.10 Employees with more than five (5) years of continuous full-time City service, upon separation from City service for any reason including disciplinary termination, will be paid for accrued sick leave at the rate of fifty percent (50%) of the value of the employee's accrued sick leave hour at the time of separation.
- 30.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.
- 30.12 Donation of Paid Sick Leave: Employees may donate accrued paid leave to another employee according to City policy.

- 30.13 Employees with one or more years of full-time service who use no more than the sick leave usage outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

<u>Sick Leave Usage</u>	<u>Bonus Hours Awarded</u>
0-1 day	8 hours
1.1 – 2 days	4 hours

Sick leave hours for approved FMLA leave for a catastrophic illness or injury will not be included when calculating eligibility for bonus hours.

ARTICLE 31 - SHIFT ARRANGEMENTS

- 31.1 HOURS AND WORK WEEK – The standard workweek is 40 hours or the individuals designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. All employees will typically work 4 nine (9) hour days, Monday thru Thursday and 4 hours on Friday. City Hall business hours will be consistent with this work schedule being open nine (9) hours Monday through Thursday and four (4) hours on Friday.

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

- 31.2 OVERTIME – M-1 employees are exempt from overtime under FLSA Guidelines.

ARTICLE 32 - LUNCH AND BREAK PERIODS

- 32.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.
- 32.2 Employees shall receive two (2) fifteen minute paid break periods each day; one (1) break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

- 32.3 Employees working overtime are entitled to breaks, or rest periods, in the following instances;
- (a) Employees who have worked more than three (3) hours of overtime immediately prior to the beginning of the regular scheduled shift are entitled to a fifteen (15) minute paid break period prior to beginning the regular shift.
 - (b) Employees who are working overtime at the end of the shift that is anticipated to last more than the three (3) hours are entitled to a fifteen (15) minute paid break period prior to beginning the overtime work.
 - (c) Employees working overtime on a scheduled day off are entitled to a fifteen (15) minute paid break for every four (4) hour work period, or major fraction thereof. Such breaks are to be taken near the middle of such work period and may not be 'tagged on' to the period of overtime for purposes of compensation.

ARTICLE 33 - WAGES-CLASSIFICATIONS & RATES OF PAY

- 33.1 **DETERMINING CLASSIFICATIONS/RATES OF PAY** -- Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, or any proposed new or modified job classifications. The parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any city action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

- 33.2 **RECLASSIFICATION REQUESTS** -- Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resource Department.

If the request is deemed appropriate by the Human Resource Department, it shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified the effective date of the reclassification is upon completion of discussion with the Union as required in Section B of this article.

33.3 PAY ADMINISTRATION – Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position, nor shall any wage rate exceed the merit maximum for the position.

- (a) **Promotion:**
Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase of five percent (5%) or to the entry level of the new range, whichever is greater. If the new range is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped out point of the new range.
- (b) The Director of Human Resources may, with agreement of the Union, set the promotional increase above five percent (5%), not to exceed ten percent (10%), if such is warranted taking into consideration the length of time since the last merit increase and the rates of pay of employees in the same class and work group. Promotional increases above five percent (5%) as set forth herein are not subject to the Grievance and Arbitration Procedure of this Agreement.
- (c) **Transfer** -- When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- (d) **Reinstatement** -- When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held and the employee's previous rate exceed the topped out point for the range, the employee will be paid the topped out point of the range.
- (e) **Demotion** -- If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will maintain his/her current rate of pay prior to the demotion unless that

rate exceed the control point for the range, in which case the employee shall be paid at the topped out point of the lower range.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- (f) **Reclassification** – In the event that a position with an incumbent is re-classified to a different salary range, the following applies:
- (1) If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - (2) If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - (3) In either of the above instances, the employee's previously established merit review cycle remains unchanged.

33.4 WORK OUT OF CLASS – When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision. Temporary assignments in supervisory/managerial classifications will receive ten percent (10%). If the percentage increase falls below the entry for the higher classification, the employee will be paid at the entry level.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- (a) The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- (b) If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works

in the higher classification both the last working day before and the first working day after the holiday.

- (c) When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

- 33.5 **SALARY INCREASES** – City employees are eligible for review and a salary increase at the completion of six (6) months of employment following the date of hire or promotion, and on each July 1 thereafter.

Each employee will receive a 3.5% increase except for maintenance I, II, and III, at 4%, and dispatcher at 4.5% effective **July 1, 2007**, in addition to the Cost of Living adjustment and

A 4% increase to each employee effective **July 1, 2008**, in addition to the Cost of Living adjustment and

A 4.5% increase to each employee effective **July 2, 2009**, in addition to the Cost of Living adjustment.

Cost of Living adjustments will be made based on the National CPI-W as published by the Department of Labor in April of each year. The CPI-W as published in April 2007 was 2.5%. As such the Cost of Living adjustment for 2007 will be 2.5%.

All employees will receive the adjustments as specified above on July 1. Salary tables will also be adjusted so that entry wages for covered positions will also be adjusted.

*If CPI-W exceeds 5%, the Cost of Living adjustment will be capped at 5%.

ARTICLE 34 – PAYDAY

- 34.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.
- 34.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 35 - SERVICE RECOGNITION /LONGEVITY

Effective July 1, 2007, all employees shall receive service recognition according to the following scale:

Every employee who has completed five (5) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

5-9 years of service, the employee will receive \$100.00 for each year of service.

10-19 years of service, an employee would receive \$125.00 for each year of service.

20-over years of service an employee would receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing overtime, leave cash-outs, or any other payments.

Effective July 1, 2008, all employees shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first pay date in December as follows:

3-9 years of service, the employee will receive \$100.00 for each year of service.

10-19 years of service, an employee would receive \$125.00 for each year of service.

20-over years of service an employee would receive \$150.00 for each year of service.

Such pay is not part of base pay for purposes of computing overtime, leave cash-outs, or any other payments.

ARTICLE 36 - MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 37 - NON-DISCRIMINATION

The City and the Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 38 - OUTSIDE EMPLOYEMENT

- 38.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Head.
- 38.2 All requests for and performance of outside employment shall conform to the requirements of NRS 281.481.

ARTICLE 39 - EDUCATIONAL ASSISTANCE

- 39.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.
- 39.2 The City shall pay ALL applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

ARTICLE 40 - SOLE AND ENTIRE AGREEMENT

- 40.1 The parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the parties' complete and final understanding, except for Letters of Understanding attached to this Agreement or such additional Letters as the parties may sign.
- 40.2 The City and the Union agree that each shall pay one-half the cost of printing this Agreement.

ARTICLE 41 - DURATION OF AGREEMENT

- 41.1 This Agreement, signed on _____, 2007, shall be effective from July 1, 2007 through June 30, 2010.
- 41.2 The parties agree that all monetary issues in this Agreement are subject to reopening prior to the third year of the Agreement commencing July 1, 2009 subject to the provisions of Chapter 288 of Nevada Revised Statutes, as amended.
- 41.3 In the event either party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, 2010.

41.4 In the event the parties cannot negotiate a new Agreement to be effective on July 1, 2007, it is agreed that the parties shall comply with statutory impasse procedures.

41.5 Each party reserves its rights established by Chapter 288 of the Nevada Revised Statutes, as amended.

CITY OF MESQUITE, NEVADA

By: _____

Susan Holecheck, Mayor

ATTEST:

Carol Woods, City Clerk

**GENERAL SALES DRIVERS, DELIVERY
DRIVERS & HELPERS, AND PUBLIC SECTOR,
TEAMSTERS LOCAL UNION NO. 14
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

By: _____

Gary D. Mauger,
Secretary-Treasurer, CEO